

State of South Carolina FILED
GREENVILLE CO. S. C.)

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County of GREENVILLE DEC 13 11 04 AM '79
DONNIE S. TANKERSLEY
R.M.C.

Mortgage of Real Estate

THIS MORTGAGE made this 13th day of December, 1979

by Sam E. Frey, Jr.

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is 1322 W. Poinsett Street, Greer, S.C. 29651

WITNESSETH:

THAT WHEREAS, Sam E. Frey, Jr. is indebted to Mortgagee in the maximum principal sum of ---Five Thousand One Hundred Ninety and 88/100--- Dollars (\$ 5,190.88), which indebtedness is evidenced by the Note of Sam E. Frey, Jr. of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is four (4) years after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$5,190.88 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, Oneal Township, about two miles north west from Greer, S.C., lying south from South Tyger River and on the south side of the Right of Way (850 elevation line) of the City of Greer Reservoir, and being part of a 40.52 acre tract formerly of L. E. Pollard, and having the following courses and distances, to-wit:

BEGINNING on an iron pin on the said 850 feet elevation water line, joint corner of Lots Nos. 1 and 2, and runs thence with the said 850 elevation water right line, N. 32-30 E. 210 feet to an iron pin on the water right line and joint corner of Lots Nos. 2 and 3; thence with the common line of lots Nos. 2 and 3, S. 37-30 E. 205 feet to an iron pin, joint corner of Lots Nos. 2 and 3; thence S. 32-30 W. 217.7 feet to an iron pin, on the line of Lot No. 1; thence with the common line of Lots Nos. 1 and 2, N. 23-20 W. 25 feet to an iron pin, joint corner of Lots L and 2; thence with the common line of Lots Nos. 1 and 2, N. 55-17 W. 119 feet to an iron pin; thence with the common line of Lots Nos. 1 and 2, N. 9-05 W. 78 feet to the beginning corner, containing one (1) acres, more or less.

This conveyance is subject to all restrictions, easements, rights of way, roadways and zoning ordinances of record, on the recorded plats or on the premises.

This is that same property conveyed to Mortgagor by deed of L. E. Pollard, recorded in the RMC Office for Greenville County on March 14, 1957, in Deed Book 573 at page 38.

3 DE 13 79 1114

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
02.08

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto: all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto).

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